

## REQUEST FOR PROPOSAL (RFP) Web Based PV Hub & Database Development

<i>Grid connected small scale photovoltaic systems (Egypt- PV)</i>	DATE: Feb 18 <sup>th</sup> , 2019
	REFERENCE:

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Web-based PV Hub & Database Development**.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

**Proposals may be submitted on or before Monday, March 11<sup>th</sup>, 2019, in one original hardcopy and 2 hardcopies to the address below: (additional soft copy is a recommended option)**

***Egypt- PV Office  
Attention: Dr. Hend Farouh  
9 Hayiet el Tadrees Square, Mosadaq Street, Dokki, Giza, Egypt***

Your Proposal must be expressed in English or Arabic, and valid for a minimum period of 3 months. The offer shall comprise two separate envelopes, **one closed envelope for the technical offers and another closed envelope for the financial offer, where the title of each Envelope should be clearly written on each envelope on the outside and also indicating the original and the copies)**

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by Egypt-PV after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of EGYPT-PV requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on Egypt-PV's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by Egypt-PV after it has received the Proposal. At the time of Award of Contract or Purchase Order, Egypt-PV reserves the right to vary (increase or decrease) the quantity of services and/or

Goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. Meanwhile, the owner reserves the right to cancel any component of the requested services before signing the contract.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of Egypt-PV, herein attached as Annex 2.

Please be advised that EGYPT-PV is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

EGYPT-PV encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to EGYPT-PV if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

As Egypt-PV is one of the UNDP Projects so it should be taken into consideration that UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

*Sincerely yours,*

*Hend Farouh  
Egypt- PV project manager  
18/2/2019*

## Description of Requirements

Context of the Requirement	<b>Web Based PV Hub &amp; Database Development.</b>
Implementing Partner of UNDP	Industrial Modernization Centre (IMC)
Brief Description of the Required Services <sup>1</sup>	<p><b>The objective of the service is to provide a Web based PV hub &amp; associated Database through which:</b></p> <ol style="list-style-type: none"> <li>1. The hub will have a database of PV market and PV installations all over Egypt</li> <li>2. The hub will have a database of certified PV installers categorized by name, city, and projects and the validity dates of their certificates.</li> <li>3. The hub will provide a user-friendly interface where:             <ol style="list-style-type: none"> <li>I. The Clients will have a platform where they can find detailed information on entities that give financial and technical support for implementing PV Systems on the different sectors such as households, factories etc.</li> <li>II. Clients can read about NREA, Egypt-ERA and the other stakeholders and PV technologies (articles and videos), find all financial and legal information related to PV, and fees required to Distribution companies, samples of application forms and contracts and useful online resources such as the simple calculator provided by Egypt-PV project can be provided through a link.</li> <li>III. PV installer can register and send a certification request to NREA, attach required documents and pay fees securely online (certificate status is managed by NREA admins).</li> <li>IV. The Certified PV installer submits an installation request to the distribution company, with ability to follow up electronically the request in terms of acceptance and rejection.</li> <li>V. Provide an account where distribution companies are notified about any new requests sent by the PV installers and can display its assigned request, update the</li> </ol> </li> </ol>

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	request status, allow to add manual request and can generate statistical reports.																
List and Description of Expected Outputs to be Delivered	<p><b>Phase I</b></p> <ul style="list-style-type: none"> <li>- Website and application analysis design a prototype, (create a wireframe)</li> </ul> <p><b>Phase II</b></p> <ul style="list-style-type: none"> <li>- Development and approval of the prototype</li> </ul> <p><b>Phase III</b></p> <ul style="list-style-type: none"> <li>- Testing of the Beta version</li> </ul> <p><b>Phase VI</b></p> <ul style="list-style-type: none"> <li>- Consultation sessions to engage all the stakeholders and take their feedback in the final design</li> <li>- Training sessions</li> <li>- Publishing of the PV Hub and associated database</li> </ul>																
Person to Supervise the Work/Performance of the Service Provider	<i>Project manager and NREA's Chairperson</i>																
Frequency of Reporting	<i>Once a week</i>																
Progress Reporting Requirements	To be agreed upon																
Location of work	<input type="checkbox"/> Exact Address/Egypt <input checked="" type="checkbox"/> At Contractor's Location																
Expected duration of work	4 months																
Target start date	Maximum by First of June 2019																
Latest completion date	The period for completing all work shall be five months from the date of signing the contract.																
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s												
Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s														
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>																
Facilities to be Provided by Egypt-PV (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>																
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required			
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency			
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> offered price must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, EGYPT-PV may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted			
Payment Terms <sup>3</sup>	<b>Outputs</b>	<b>Percentage</b>	<b>Timing</b>	<b>Condition for Payment Release</b>
	Website and application analysis Design a prototype	20% (Twenty Percent) of contract value shall be payable to the Contractor after the submission of all deliverables of Phase I	<b>6 weeks</b>	Upon the approval of NREA and Egypt-PV
	Development and approval of the prototype	30% (Thirty Percent) of contract value shall be payable to the Contractor after the final submission of all deliverables of Phase II	<b>4 weeks</b>	
	Testing of the Beta version	25% (Thirty Percent) of contract value shall be payable to the Contractor after the final submission of all	<b>3 weeks</b>	

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

		deliverables of Phase III		
	Consultation, Training sessions and publishing of the database and website	25% (Twenty Percent) of contract value shall be payable to the Contractor after the final submission of all deliverables of Phase VI	<b>4 weeks</b>	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager and NREA Chairperson			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <sup>4</sup> <input type="checkbox"/> Other Type of Contract			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the EGYPT-PV Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p><b>Technical Proposal (70%)</b></p> <ul style="list-style-type: none"> <li>• Expertise of the Firm 30%</li> <li>• Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40%</li> <li>• Management Structure and Qualification of Key Personnel 30%</li> </ul> <p><b>The Passing Score is (70 Points)</b></p> <p><b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received.</p>			
EGYPT-PV will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers,			

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 1) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 2) <sup>6</sup> <input checked="" type="checkbox"/> Term of reference (Annex 3) <input type="checkbox"/> Others <sup>7</sup> [pls. specify]
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<p>Hend Farouh Project Manager <a href="mailto:hfarouh@imc-egypt.org">hfarouh@imc-egypt.org</a>, <a href="mailto:info@egypt-pv.org">info@egypt-pv.org</a></p> <p>Any delay in EGYPT-PV's response shall be not used as a reason for extending the deadline for submission, unless EGYPT-PV determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>8</sup> This contact person and address is officially designated by IMC. If inquiries are sent to other person/s or address/es, even if they are IMC or UNDP staff, IMC or UNDP shall have no obligation to respond nor can IMC or UNDP confirm that the query was received.

Other Information [pls. specify]

#### **Application process**

- Firms meeting the above requirements are requested to submit the followings:

#### **Closed Envelope (1), Technical Offer:**

1. Filled Annex 1: Form for Submitting Service Provider's Proposal
2. A detailed technical offer that corresponds to the scope of this assignment in addition to:
  - Company profile and website
  - Track record, experience and examples of similar work
  - Team composition and CVs
  - A detailed timetable

#### **Closed Envelope (2), Financial Offer:**

3. Detailed financial offer for the implementation of the task as per phases mentioned above

**\*Disclaimer: *Inserting both technical and Financial offer in one envelope or not labeling the envelopes with each title will lead to disqualifying the proposal. Moreover, any implication of price within the technical offer may disqualify your proposal***

(Hard copies will be delivered at Egypt-PV, Attention to Dr. Hend Farouh, Project Manager)

**Address: 9 Haye'et El Tadrees Square, off Mossadak Street, Dokki  
Time: 9.00am – 4.00pm)**



## Annex 1

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)*

Cairo  
, 2019

To: **Hend Farouh, Egypt- PV project manager**

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to Egypt-PV in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the Egypt-PV General Contract Terms and Conditions:

#### A. **Qualifications of the Service Provider**

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of EGYPT-PV by indicating the following:*

- Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- Preferably to submit Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- Track Record – list of clients for similar services as those required by EGYPT-PV, indicating description of contract scope, contract duration, contract value, contact references;*
- Certificates and Accreditation (If Any) – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*

*Name and Signature of the Service Provider's Authorized Person*  
*[Designation]*  
*[Date]*

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.  
<sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

## Annex 2

### General Terms and Conditions for Services

#### 1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Egypt-PV. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### 2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to Egypt-PV in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect Egypt-PV or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### 4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of Egypt-PV.

#### 5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of Egypt-PV for all sub-contractors. The approval of Egypt-PV of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract. If a subcontractor is introduced, it needs to be within the technical proposal for evaluation prior to awarding to eliminate disputes

#### 6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of Egypt-PV or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, Egypt-PV, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

## **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the Egypt-PV against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by Egypt-PV shall rest with UNDP and any such equipment shall be returned to Egypt-PV at the end of this Contract or when no longer needed by the Contractor. Such equipment, when returned to Egypt-PV, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate Egypt-PV for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the Egypt-PV shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the Egypt-PV under the Contract and which bear a direct relation to or are produced or prepared or collected in

consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for Egypt-PV.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, Egypt-PV does not and shall not claim any ownership interest thereto, and the Contractor grants to Egypt-PV a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of Egypt-PV; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to Egypt-PV in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of Egypt-PV, shall be made available for use or inspection by Egypt-PV at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to Egypt-PV authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with Egypt-PV, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of Egypt-PV or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,  
**13.2.2.2** any entity over which the Party exercises effective managerial control; or,  
**13.2.2.3** for Egypt-PV, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give Egypt-PV sufficient prior notice of a request for the disclosure of Information in order to allow Egypt-PV to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** Egypt-PV may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the EGYPT-PV, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify Egypt-PV of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, Egypt-PV shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, Egypt-PV shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which Egypt-PV is engaged in,

preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

## 15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** Egypt-PV reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case Egypt-PV shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by Egypt-PV under this Article, no payment shall be due from Egypt-PV to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, Egypt-PV may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform Egypt-PV of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

This contract is subject to the provisions of the Egyptian Civil Law and other relevant laws in force in the Arab Republic of Egypt and shall apply to all issues that were not within the provisions of this contract. This contract is subject to the provisions of the Egyptian Civil Law and other relevant laws in force in the Arab Republic of Egypt and shall apply to all issues that were not within the provisions of this contract.



Jurisdiction for the dismissal of any disputes arising from interpretations or implementations of this contract that could not be resolved amicably will be held in the primary court that lies within the parameter of the First party's headquarters' address.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 CHILD LABOUR**

**18.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**18.2** Any breach of this representation and warranty shall entitle EGYPT-PV to terminate this Contract immediately upon notice to the Contractor, at no cost to EGYPT-PV.

#### **19.0 MINES:**

**19.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**19.2** Any breach of this representation and warranty shall entitle EGYPT-PV to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of EGYPT-PV.

#### **20.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

#### **21.0 SEXUAL EXPLOITATION:**

**21.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle EGYPT-PV to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**21.2** The EGYPT-PV shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**22.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.



### Annex 3:

#### Terms of Reference for a Web Based PV Hub & Database Development Company

<b>Project Title:</b>	Grid-Connected Small-Scale Photovoltaic Systems
<b>Contractual Modality:</b>	Institutional Contract
<b>Duty Station:</b>	Cairo
<b>Duration:</b>	4 Months
<b>Services required:</b>	Web Based PV Hub & Database Development
<b>Supervision:</b>	Project Manager and NREA Chairperson

#### Background

The objective of the project is to remove the barriers to increased power generation by small, decentralized, grid-connected PV systems. The project strategy builds on the planned Government initiatives to develop a market for small, decentralized renewable energy power generation by ensuring adequate returns on targeted private sector investments.

The project will catalyze the development of decentralized, grid-connected small-scale renewable energy (RE) power generation market in Egypt and the solar PV in particular. The target is to facilitate the installation of new decentralized PV resulting in direct GHG reduction benefits of 66 kilo-tons of CO<sub>2</sub>e during the lifetime of the project. Complementary indirect mitigation benefits are expected from the sustained market growth of the PV market after the project with estimated GHG reduction of about 0.6-0.7 million tons of CO<sub>2</sub>e.

The project is funded by the Global Environment Facility (GEF) and United Nations Development Programme (UNDP) acts as the GEF Implementing Agency. The project is executed by Industrial Modernization Centre (IMC) of the Ministry of Industry and Foreign Trade, which will assume the overall responsibility for the achievement of project results as UNDP's Implementing Partner (IP).

By the end of the project, the project seeks to establish a basis for sustainable market growth by:

- Supporting the design, purchase and installation of the first PV systems as an easily replicable model;
- Establishing an enabling policy and institutional and regulatory framework to provide the basis for sustainable market growth of small, decentralized RE (primarily PV) applications and for attracting adequate financing for the required investments;
- Strengthening the supply chain by building the capacity of the key supply-side stakeholders such as system designers, equipment vendors and installers to offer competitively-priced, good-quality products and services to the targeted stakeholders (including required after-sales services) and by introducing adequate quality control mechanisms to build up customer confidence and positive customer experiences of small, decentralized PV systems; and
- Facilitating the establishment of a financing framework and a network of local financial institutions to support the development of the decentralized PV market by providing long-term financing on attractive terms for PV investments and, as applicable, dedicated funds especially for those households which, without a previous credit history and/or required collateral, may face difficulties in convincing the banks of their credit-worthiness.

## Objective:

The objective of this assignment is to design and develop web-based hub and associated database for small and medium scale of decentralized grid-connected PV system. The Hub will provide useful information for clients to support implementation of PV projects. Meanwhile, the platform allows PV installer companies, certified by New and Renewable Energy Authority (NREA), to submit installation requests to distribution companies and to follow up the requests electronically. The main features of the web-based hub are described in Annex A to this TOR.

## Scope of the Assignment:

The consulting firm should perform the following duties:

- Design the Hub and database as per the features described in Annex A
- Develop the database with Microsoft SQL as per the given fields in Annex A
- Share options for the user interface with NREA to select one option
- Consult with the main stakeholders on the design of the system and respond to feedback
- Commission the system and fix any arising bugs during operation for the first six months
- Present the final product to the stakeholders and respond to given feedback.
- Train NREA IT staff to administrate, maintain and update the web application, and train technical staff in NREA, Egypt Era, EDCs and Egypt PV to access the hub as per given authorization.

## Deliverables:

Under the direct supervision of PMU and NREA, the firm will be responsible for the following tasks:

- **A web-based PV hub and associated database for small and medium scale PV systems together with its mobile application.**

### (1) Web based Hub including:

- Home: Landing page will include a background animation or a slide banner where clients can read about NREA, Egypt-ERA and the other stockholders and PV technologies (articles and videos), find all technical, financial and legal data related implementing PV systems.
- **Sign in/Register:** PV installer can register and send a certification request, attach required documents and pay fees securely online (certificate status is managed by NREA admins).
- Online payment status can be sent by Email or SMS.
- Distribution companies can access the hub via username and password sent by NREA
- **PV installers:** Client can browse among platform of PV installers and search by name, city, projects..., etc. and display it as graphical reports and the validity dates of their certificates.
- PV installer (only for certified and active PV accounts) can send request to Distribution Companies.
- Each Distribution Company can update request status and reply to the PV installer
- **PV technologies:** users can browse the latest PV technologies and news
- **Related links:** links to the related entities such as local entities that facilitate PV implementation financially and technically
- **FAQs:** users can get access to frequently asked questions on PV data and implementation process etc.

## (2) Database Content:

- PV installer data (structure, experience, supplies, partnership and projects follow up)
- Uploaded documents by PV Installer
- Certification and renewal process.
- Projects follow up.
- Certification cancellation and reasons.
- Installation requests to Distribution Companies and its status.
- Local manufacturer data base: users can browse the local manufacturer data base, certification bodies and news

## (3) Train relevant staff on administration of the system.

### Duration

The work is estimated for a total of (17 weeks)

### Estimated work plan

- 1- Website and application analysis (2 weeks)
- 2- NREA approval (2 weeks)
- 3- Design a prototype (2 weeks)
- 4- NREA approval (2 weeks)
- 5- Development (2 weeks)
- 6- Testing (3 weeks)
- 7- Consultation sessions with a focus group of the stakeholders (1 week)
- 8- Training sessions (2 weeks)
- 9- Publishing (1 week)

## **Annex A:**

### **Description of the Small and Medium Scale PV Hub and associated database**

#### **General Description of the Main Features:**

1. The hub will have a database of PV market and PV installations all over Egypt
2. The hub will have a database of certified PV installers categorized by name, city, and projects and the validity dates of their certificates.
3. The hub will provide a user-friendly interface where:
  - I. The Clients will have detailed information on entities that give financial and technical support for implementing PV Systems on households, factories etc.
  - II. Clients can read about NREA, Egypt-ERA and the other stockholders and PV technologies (articles and videos), find all financial and legal information related to PV, and also fees required to Distribution companies, samples of application forms and contracts and useful online resources such as the simple calculator provided by the project can be provided through a link.
  - III. PV installer can register and send a certification request to NREA, attach required documents and pay fees securely online (certificate status is managed by NREA admins).
  - IV. The Certified PV installer submits an installation request to the distribution company, with ability to follow up electronically the request in terms of acceptance and rejection.
  - V. Provide an account where distribution companies are notified about any new requests sent by the PV installers and can display its assigned request, update the request status, allow to add manual request and can generate statistical reports.

#### **Authentication**

##### **\* Private administration area (NREA):**

- Maintain and update web application contents including: information about NREA, PV technologies (articles and videos), all financial and legal data related to the project.
  - Can ban/add any type of accounts.
  - Manage permissions for different levels.
  - Audit all users (logfiles).
- NREA will issue/renew PV Companies certificates through the web application and will follow up.
- NREA can monitor and follow up on PV installers requests to Distribution Companies

**\* Electricity Distribution Companies:**

- Acquire an account to access the hub via username and password sent by NREA.
- Update the requests received from the PV installer (delivered /cancelled...etc.).
- Receive email notifications about any new requests sent by the PV installers.
- Monitor the PV market and track the PV installations and electricity generated
- Receive general information (data about PV technologies,).
- Follow up the project after installation.

**\* PV installer**

- View general information (data about PV technologies...).
- Acquire an account to access, submit requests and update PV installer module.

**\* Client**

- View general information (data about PV technologies,).
- Access certified PV installer database.
- Insert claims and/or proposals.

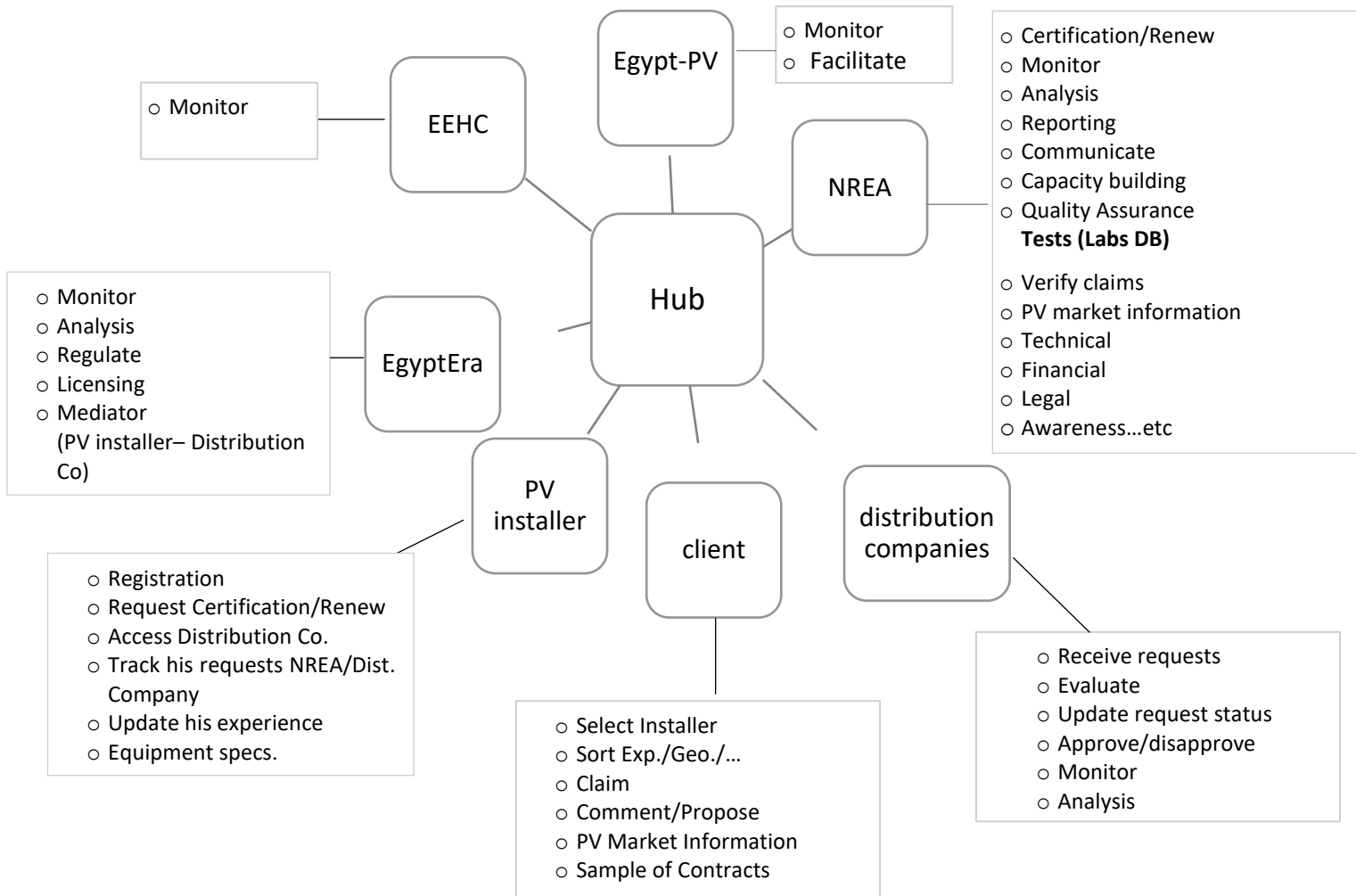
**\* Egypt ERA**

- Acquire an account to monitor the whole process and follow up with the Electricity Distribution Companies.

**\* Egypt-PV and EEHC (Egyptian Electricity Holding Company)**

- Acquire an account to monitor the whole process.

## Roles and Authentication of the Hub:



## Modules

Main modules of application and it could be modified according to analysis:

### **General /Client**

- PV technologies (articles and videos)
- Financial and legal data related to PV
- View PV installer data sort by experience, location...etc.
- View a sample of contract.
- Insert claim.
- Insert comment and/or proposal.

### **NREA Module**

- Manage Accounts for all users.
- View requests for certification, renew, or update installer experience.
- Approve and certify PV installer requests.
- Certification cancellation and reasons.
- View client claims and responses from Distribution Companies.
- View reports.

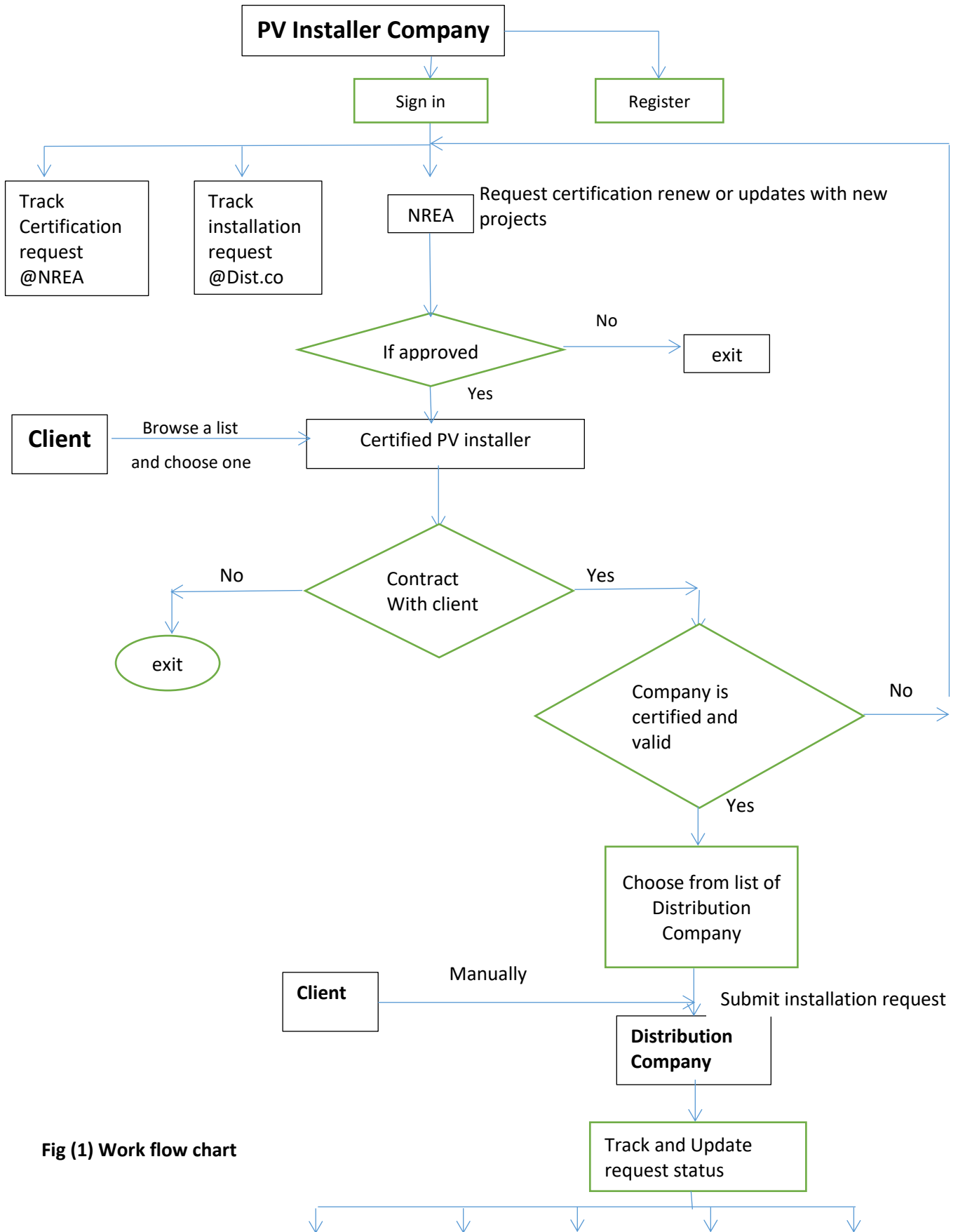
### **Distribution Companies.**

- View installation requests from PV installers.
- Evaluate requests and update status.
- View clients' claims, update action.  
View reports.
- Follow up the project after installation

### **PV installer Module**

- Registration.
- Request certification for (up to 500KW)
- Request certification from (500KW to 20MW)
- Request certificate renewal.
- Update company experience.
- Submit request to Dist. Companies.
- Track its request to NREA/ Dist. Companies and complete required documents.
- Pay fees online.
- Print certification with QR code.

**Flow Diagram:**



**Fig (1) Work flow chart**



Connected

Rejected

Pending

Pending

Approved

## **PV Hub Processes:**

### **Database and Website framework:**

A- PV installer Sign in/up to the web application:

- (1) If a new PV installer then:
  - 1-1 Register and therefore has a new account.
- (2) Else
  - 2-1 Sign in

B-PV installer gets certificate or renews the certificate

- (3) Submits an online request to NREA by entering company data (structure, experience, supplies, partnerships and projects follow up) and attach the required documents.
  - 3-1 Pay fees online and send notification by email, SMS.
  - 3-2 Be able to track his request.
- (4) IF PV installer data approved by NREA then
  - 4-1 Save to the database.
  - 4-2 PV installer prints and downloads his online registered certificate with Quick Response Code (QR).
- (5) else
  - 5-1 exit

(6) The PV installer updates the web application with all its new projects, and then this data must be approved by NREA to be saved to the database.

C- PV installer sends Request to Distribution Company

- (7) - Client views a list of the certified PV installers to install a PV system (the list constrains are: certified and valid), then be able to filter the companies according to geographic area past experience, total capacity...etc.
  - Client can also read about NREA and PV technologies (articles and videos), find all financial and legal data related to the project.
  - Insert claims and/or proposals.

(8) If PV installer and Client made a contract then

- 8- 1 if PV Installer Company is certified and valid.
  - 8-1-1 Choose one of Distribution Companies to send the request.
  - 8-1-2 Attach required documents.
  - 8-1-3 Pay fees online.
  - 8-1-4 Track his order through his account and receive an email with the result.
- 8-2 else
  - 8-2-1 Apply to NREA to be certified or renew the certificate.

\*If the project is above 500 kW, then a certificate from NREA is needed

- (9) else
  - 9-1 exit

(10) Distribution Company can display its assigned request, update the request status and as need add requests manually and generate statistical reports.

(11) NREA and Distribution Company can monitor and follow up the PV market through the Web application.

(12) Egypt ERA, EEHC and Egypt PV can monitor the whole process.

(13) NREA gives two types of certificates:

- 1- Up to 500 KW
- 2- From 500 KW to 20 MW (should be already certified up to 500 KW) and this certificate is valid for one project only

D- Training the IT staff to be able to update the web application.

Training end users to be able to use the system (NREA employees – Dist. Companies. employees –



Egypt ERA - Egypt PV - EEHC)



### **Generated Reports:**

- 1- Customers who have installed PV systems, can be filtered by the distribution company including data on the PV installer, date, location and capacity.
- 2- Certification requests in a certain period can be filtered by the status (certified, pending, under test or rejected).
- 3- Certified installers can be filtered by period or location.
- 4- Certified installers data (name, location, experience, partnership .... etc.).
- 5- Certified installers projects update with attached site pictures, can be filtered by location or capacity.
- 6- Cancelled certificates and reasons.
- 7 - Organization structure of PV installer
- 8 – Detailed information on PV installer supplies and system component company profile.
- 9 - Accredited certificate layout with QR.
- 10 - PV installer that did not apply projects follow up.
- 11- Alert report for certificate renewal dates.
- 12-Installation requests to distribution companies filtered by certain period, request status.
- 13- Statistical reports with graphical representation including:
  - Certificate requests number, status and each phase's duration.
  - Installation requests number, status and each phase's duration.
  - Accepted installation requests with locations and capacity.
- (2) The web application should have a professional appearance by using high resolution pictures and can be accessed through mobile.
- (3) The web application can use Google maps to determine company location, its projects and client location.
- (4) Interactive status tracing of requests.
- (5) Smart reports and dash board.
- (6) Application will send SMS notification as per defined based on process life cycle.
  - SMS notifying PV installer about certification approval.
  - SMS notifying admin about payment processing
- (7) The web application should have a platform in which the suppliers can report in and NREA will audit.
- (8) System warranty period should be one year after delivery, and then a maintenance contract, to ensure having the latest version of software.
- (9) The application should work on platform Microsoft SQL
- (10) User Guide Document in English and Arabic for the admins and end users.
- (11) Cloud hosting:
  - Web Hosting service with minimum 50 G quota.

- **Reports should be delivered on a weekly basis.**

### **General constraints**

- 1- Competitive pricing scheme
- 2- Global and preferred private fiber network
- 3- Support live migration of virtual machines
- 4- Modern security implementations such as but not limited to:
  - a. Data encryption
  - b. Authentication and authorization required for communicating between different layers within the cloud solution
  - c. Should be subject to regular audits such as ISO 27017 and ISO 27018
- 5- A worldwide cloud regions with a minimum of 8 locations and has commitment of continuous expanding.

- 6- Should provide out of the box a redundant backup solution
- 7- Hosting provider should have a minimum customers' count of 500 customers worldwide and in the cloud business for not less than 3 years

#### Technical constraints

- 1- Caching should be integrated within the proposed cloud hosting infrastructure
- 2- Support for data mirroring to create stable restore points in case of a disaster
- 3- A rich control panel support to monitor resources utilization
- 4- Should include dedicated migration assistance
- 5- Support for Microsoft SQL Server hosting included

#### Web app security constraints:

- 1- Application should be protected against SQL Injection
  - 2- Application should be protected against Cross-site scripting (XSS) attacks
  - 3- All error messages should be handled not to give away sensitive information
  - 4- All user Inputs validations should be done at both server and browser sides
  - 5- All passwords should be check for minimum required complexity
  - 6- Password should always be stored as encrypted values
  - 7- All uploaded files should be checked for hidden scripts
  - 8- Application should be certified for HTTPS usage
- In addition to these constraints, using a website security tool to check, test, and accept the application is preferable , software security acceptance will be held against a website security tools such as the following : [netsparker](#) , [openvas](#) , [securityheaders](#) , or [Xenotix XSS Exploit Framework](#)

#### General Conditions

- The offers should be valid for 60 days
- Provide the documentation for server high availability, security and vulnerability assessment and penetration testing
- The website must be compatible with all browsers and platforms
- Financial offer must be in EGP
- The firm should provide the break down for the financial offer
- The firm should send a hardcopy of both financial and technical offer in separate envelopes at the Egypt-PV premise, Attention to Dr. Hend Farouh, Project Manager
- Address: 9 Haye'et El Tadrees Square, off Mossadak Street, Dokki